

**FIRST AMENDMENT TO THE LEASE BETWEEN
COUNTY OF SAN LUIS OBISPO AND
SAN LUIS OBISPO COASTAL UNIFIED SCHOOL DISTRICT**

This First Amendment to Lease is entered into between the County of San Luis Obispo, a political subdivision of the State of California, hereinafter referred to as "County" and San Luis Coastal Unified School District, hereinafter referred to as, "Lessor."

WHEREAS, County and Lessor entered into a Lease dated March 27, 2014 ("Lease") for approximately 4,800 square feet of modular office space located at 1981 Vicente Drive, Building "A" in San Luis Obispo, CA ("Premises"); and

WHEREAS, the purpose of the Lease was to conduct and operate the business of the County with the Mental Health Division of the Behavioral Health Department, County Health Agency ("Mental Health Division") as the occupant; and

WHEREAS, the Mental Health Division conducts and operates the San Luis Obispo Outpatient Youth Services Program and Day Treatment Program at the Premises; and

WHEREAS, the San Luis Obispo Outpatient Youth Services Program is integrated with the County Office of Education's program at the same site, with County Mental Health Division staff and County Office of Education staff tied together to provide education and mental health services to the public; and

WHEREAS, the term of the Lease is for a period of two (2) years and three (3) months, which commenced April 1, 2014 and expires on June 30, 2016, with the exception that either party may have the right to terminate the Lease on One Hundred Eighty (180) days advance written notice at any time during the Lease Term, or any extensions thereof so long as said notice is effective after June 30, 2015; and

WHEREAS, neither County nor Lessor desires to terminate the Lease; and

WHEREAS, County desires to extend said Lease for a period of five (5) years to June 30, 2021, with the option to extend the Lease for up to an additional five (5) years, through June 30, 2026; and

WHEREAS, Lessor is in agreement with the above terms.

NOW, THEREFORE, in consideration of the mutual covenants, conditions, promises and agreements herein contained, the parties hereto mutually agree that the aforementioned Lease between County and Lessor, is hereby amended as follows:

1. **Paragraph 3. Term** is deleted in its entirety and replaced with the following:

"3. Term:

(a) The term of this Lease shall be for a period of seven (7) years and three (3) months, commencing April 1, 2014 and terminating June 30, 2021 ("Lease Term").

(b) County shall be provided the option to extend the Lease Term for a period of five (5) additional consecutive years, commencing July 1, 2021 and terminating June 30, 2026. County shall provide to Lessor, within ninety (90) days prior to expiration of the current Lease Term, advance written notice of County's intent to exercise its Option to Extend the Term of the Lease."

2. **Paragraph 31. Americans With Disabilities Act** is deleted in its entirety and replaced with the following:

"31. Americans With Disabilities Act: Lessor shall be responsible for alterations necessary to comply with the Americans With Disabilities Act of 1990, 42 U.S.C. sect. 12101 et seq., as currently enacted and in accordance with applicable laws. In accordance with Civil Code Section 1938, Lessor represents that the property:

☒ has not undergone inspection by a Certified Access Specialist (CASP); or

☐ has undergone inspection by a Certified Access Specialist (CASP), and has been determined to meet all applicable construction-related accessibility standards pursuant to Section 55.53."

3. In all other respects the Lease between the parties shall remain in full force and effect.

/////////////////////////////////NOTHING FURTHER PAST THIS POINT EXCEPT SIGNATURES/////////////////////////////////

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment to Lease on this

_____ day of _____, 2016.

COUNTY OF SAN LUIS OBISPO

By: _____
Chairperson of the Board of Supervisors

Approved by the Board of Supervisors this
_____ day of _____, 2016

ATTEST:

Clerk of the Board of Supervisors

APPROVED AS TO FORM AND LEGAL EFFECT:

RITA L. NEAL

County Counsel

By: 
Deputy County Counsel

Date: 7/14/16

LESSOR:

San Luis Coastal Unified School District

By: 
Ryan Pinkerton, Assistant Superintendent
of Business Services